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into secret contract to avoid competition and to combine their bids in such way as to secure higher price for work and then to divide profits, while appearing to bid against each other. One of the parties was awarded the construction of the public works and executed the same and received the profits. The other party now sues for partition of such profits according to contract. The Court held such a contract illegal and refused relief.

Contract—Subscription—First M. E. Church in Ft. Madison v. Donnell, 64 N. W. Rep. 412 (Iowa). A subscription paper to a church fund, containing an unqualified promise to pay, was read to the congregation. The defendant announced the amount of her subscription, and it was placed on the list by an official of the church with her knowledge and consent. Held, that the defendant's subscription so obtained constituted a contract in writing and that the defendant was bound thereby.

Corporations—Use of Electricity by Illuminating Companies—Regulation by Cities.—State ex rel. Laclede Gas Light Co. v. Murphy, 31 S. W. Rep. 594. An illuminating company substituted electricity for gas for lighting purposes. It was held that, as the company's charter had been granted before electric lighting was known, and general police power had been afterward granted to the city, the company must exercise its rights subject to city ordinances relating to underground wires in the streets.

Due Process of Law—Membership in Labor Union—Special Legislation.—State v. Julow, 31 S. W. Rep. 781 (Mo.). A statute which makes it unlawful for an employer to require his workmen to withdraw from trade or labor unions is unconstitutional. No state may deprive any person of life, liberty or property without due process of law. These rights carry with them all the attributes necessary to their complete and unrestrained enjoyment one of which is the right of an employer to make and terminate a contract when he pleases. This statute is special legislation as well for it refers not to workingmen as a class, but to those merely who belong to an organization, and are a particular portion of the class.

Injunction—Removal of Wall.—Norton v. Elwert, 41 Pac. Rep. 926 (Oregon). When the boundary line between adjoining lots for a space fifty feet in length and one and one-half in breadth was in dispute, and one owner had commenced the erection of a building the north wall of which covered the disputed territory,